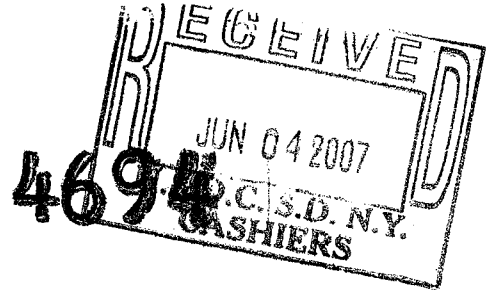


**JUDGE KOELT**  
William J. Homan (WJH 1922)  
Christopher R. Nolan (CRN 4438)  
HOLLAND & KNIGHT LLP  
195 Broadway  
New York, NY 10007-3189  
(212) 513-3200

ATTORNEYS FOR PLAINTIFF  
JO TANKERS BV

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**07 CIV**



JO TANKERS BV,

Plaintiff,

-against-

PETRAL SHIPPING S.A.C.,

Defendant.

07 Civ. \_\_\_\_\_

**VERIFIED COMPLAINT**

Plaintiff, Jo Tankers BV ("Jo Tankers"), by and through its attorneys, Holland & Knight LLP, for its verified complaint against Petral Shipping S.A.C. ("Petral"), alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material herein, plaintiff Jo Tankers was and is a business entity organized and existing under the laws of The Netherlands and maintains its principal place of business at Curieweg 19 (5th Floor), 3208 KJ Spijkenisse, The Netherlands.

3. Upon information and belief, at all times material herein, Petral Shipping S.A.C. is a business entity having a place of business located at Jiron Alcanfores 393 Int. 102, Miraflores, Lima, Peru.

4. On or about August 26, 2004, Jo Tankers and Petral entered into a contract of affreightment (the "COA") whereby Jo Tankers agreed to provide carriage for quantities of sulfuric acid and vegetable oil on behalf of Petral. A true and correct copy of the COA is attached hereto as Exhibit 1.

5. Under Clause 2 of the COA, the period for performance was from January 1, 2005 through December 31, 2005.

6. Under Clause 3 of the COA, Jo Tankers was required to provide vessels with the following deadweight capacities to ship cargo nominated by Petral:

*A) 11,000 mts ex Callao and 10,000 mts ex Ilo shipments of Sulfuric Acid 96 pct min concentration – however, if owners present a smaller ship to perform the acids, then the ship's max cargo intake shall be the agreed cargo quantity. Intention is to perform the acid shipments for 2005 with 12,000 DWT (mostly) or 8,000 DWT (occasionally) ships.*

*B) 3,000 up to 7,000 mts one (1) or two (2) grades Sunflower oil and/or Soyabean oil with max 2 pct FFA value.*

7. Under Clause 4 of the COA, Petral was required to provide the following volumes of said cargos for shipment by Jo Tankers:

*min 250,000 up to 350,000 mts of Sulfuric Acid plus  
min 30,000 up to 50,000 mts Vegoil*

8. Under Clause 8, the agreed upon freight rates for cargo shipped by Petral were as follows:

*Sulfuric Acid:*

*A) USD 11.50 pmt- 11,000 mts (or vessel's max cargo capacity) SUA ex Callao to Matarani*

*B) USD 14.00 pmt- 11,000 mts (or vessel's max cargo capacity) SUA ex Callao to Mejillones or Punta Panache*

*C) USD 13,25 pmt- 11,000 (or vessel's max cargo capacity) SUA ex Callao to Mejillones or Punta Patache (if followed by a second voyage as described under 8.D)*

*D) USD 9.50 pmt- 10,000 mts (or vessel's max cargo capacity) SUA ex ILo to Matarani (only declarable after a previous voyage 8.A or 8.B)*

...

*Vegetable oil shipments to apply only after at least one Sulfuric Acid voyage:*

*A.1) USD 29,00 pmt - 3000-3999 mts to Buenaventura*

*A.2) USD 28,50 pmt - 4000-4999 mts to Buenaventura*

*A.3) USD 28,00 pmt - 5000-5999 mts to Buenaventura*

*A.4) USD 27,50 pmt - 6000-7000 mts to Buenaventura*

9. Clause 13 of the COA sets forth the following the following requirements for nominating cargo:

*30 days prior to commencement of laydays, Charterers to mention their next cargo requirement including required dates (10 days window) and expected cargo quantity, whereupon owners to check and advise their possibilities to offer a performing ship or whereupon owners to check and advise their possibilities to offer a performing ship or substitute within 5 working days. Charterers adjust their quantity of SUA to meet the size of the performing ship as explained under clause 3 [ . . . ]*

10. Under Clause 16 of the COA, disputes between the parties were to be arbitrated in New York with U.S. law to apply.

11. In breach of Petral's obligations under the COA, Petral failed to nominate the requisite minimum annual volumes of cargo as set forth in Clause 4 of the COA.

12. Instead, Petral has nominated a total of 107,746.18 mts of sulfuric acid and 28,475.82 mts of vegetable oil, leaving a total of 142,253.82 mts sulfuric acid and 1,524.18 mts vegetable oil outstanding. Charts setting forth cargos actually performed by Petral versus the requisite minimum contract volumes of cargo are attached hereto as Exhibit 2.

13. As a result of the foregoing and Petral's breach of its obligations under the COA, Jo Tankers has suffered damages in that freight was not earned on the quantities that Petral failed to nominate under Clause 4 of the COA.

14. As per the terms of the COA, Jo Tankers initiated arbitration proceedings in New York and filed its claims submission with the panel on or about December 7, 2006. Upon information and belief, Petral has not made any submission to the arbitration Panel.

15. Jo Tankers is entitled to the damages calculated as if Petral had performed the minimum amount of cargo obligations required by the COA in the least burdensome manner.

16. Jo Tankers' calculations of freight as to the 142,253.82 mts of sulfuric acid which Petral failed to nominate, as provided to the arbitration panel (and attached hereto as Exhibit 3), are as follows:

- a) 6 shipments of 11,000 mts of acid at the shipment rate of US\$ 11.50 per mt, amounting to freight of **\$759,000.00**.

The outstanding sulfuric acid cargo all could not have been shipped at the lowest freight rate \$9.50 per mt) since, under Clause 8(D), a cargo at the lowest rate is "only declarable after a previous voyage 8A or 8B." The rate of \$11.50 per mt (voyage 8(A)) is used as the second lowest freight rate for 6 shipments of 11,000 mts of acid cargo.

- b) 6 shipments of 11,500 mts of acid at the rate of \$9.50 per mt, which totals freight in the amount of **\$655,500.00**.

The 11,500 mts of cargo per shipment follows from Clause 3 of the COA which provides that the intention is to perform shipments with mostly 12,000 deadweight vessels, of which 11,500 mts is a reasonable estimate of such vessels' net capacities.

- c) The remaining shipment of 7,253.82 mts of acid at the rate of \$9.50 per mt, which totals freight in the amount of **\$68,911.29**.

This calculation is based on the most economical transportation provided that there was enough empty space on previous voyages at such rate.

Total freight amounts for unperformed sulfuric acid by Petral: **\$ 1,483,411.20 (759,000 + 655,500 + 68,911.29)**.

17. Jo Tankers' calculation of freight as to the 1,524.18 mts of vegetable oil which Petral failed to nominate, as provided to the panel (and attached hereto as Exhibit 3), is as follows:

- a) Unperformed 1,524.18 mts of vegetable oil to Buenaventura at the rate of US\$ 28.00, which totals freight in the amount of **\$42,677.04**.

The most cost effective way for Petral to transport this cargo would have been to ship this cargo with voyage 189, bill of lading dated September 5, 2005 (*see* Exhibit 2). The freight for this voyage was US\$ 28.00 per mt, which is the second lowest freight rate for vegetable oil under Clause 8(A.2).

18. Based on these calculations, Petral is liable to Jo Tankers in the principal sum of **\$1,526,088.20**, exclusive of interest, costs and reasonable attorneys' fees.

19. Jo Tankers also is entitled to receive its interest, expenses and reasonable attorneys' fees for prosecuting its claims to completion (per the terms of the COA), which amount is estimated to be \$401,804.54, as set forth below:

Interest: \$251,804.54 ( $\$1,526,088.20 \times 0.0825/\text{year} \times 2 \text{ yrs.}$ )

Attorneys' Fees/Expenses: \$150,000.00

Total: \$401,804.54

20. Petral is not found within the Southern District of New York but does have assets, good or chattels within the jurisdiction, to wit: funds or accounts held in the name (or names) of Petral Shipping S.A.C. with, upon information and belief, the following financial institutions: Bank of America, N.A.; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Fortis Financial Groups; Banco Popular; or any other financial institution within the Southern District of New York.

21. The action herein is submitted in accordance with Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure as well as 9 U.S.C. §8, is not and cannot be considered a waiver of Jo Tankers' right to pursue its claim against Petral in the arbitration proceeding commenced in New York.

**WHEREFORE**, Jo Tanker demands judgment as follows:

1. That process in due form of law according to the practice of this Court in the form of a writ of maritime attachment be issued against bank accounts and other property of Petral Shipping S.A.C. with the financial institutions noted above in paragraph 20,

2. That Petral Shipping S.A.C. and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;

3. That judgment be entered in favor of Jo Tankers BV and against Petral Shipping S.A.C. in the amount of \$1,927,892.70 (including estimated interest, expenses and attorneys' fees); and,

4. That this Court grant Jo Tanker BV such other and further relief which it may deem just and proper.

Dated: New York, New York  
June 4, 2007

HOLLAND & KNIGHT LLP

By:



William J. Honan (WJH 1922)

Christopher R. Nolan (CRN 4438)

195 Broadway

New York, NY 10007-3189

Tel: (212) 513-3200

Fax: (212) 385-9010

*Attorneys for Plaintiff*

*Jo Tankers BV*

VERIFICATION

STATE OF NEW YORK )

:ss.:

COUNTY OF NEW YORK )

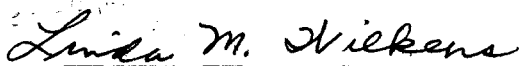
CHRISTOPHER R. NOLAN, being duly sworn, deposes and says:

I am associated with the firm of Holland & Knight LLP, counsel for Jo Tankers BV ("Jo Tankers"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Jo Tankers and corresponded with Jo Tankers' representatives regarding this matter. I am authorized by Jo Tankers to make this verification, and the reason for my making it as opposed to an officer or director of Jo Tankers is that there are none within the jurisdiction of this Honorable Court.



Christopher R. Nolan (CRN 4438)

Sworn to before me this  
4<sup>th</sup> day of June, 2007



Notary Public

**Linda M. Wilkens**  
Notary Public, State of New York  
No. 01W19672455  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires September 30, 2016



Exhibit 1

-----Original Message-----

**From:** Fernando Harten W. [mailto:fharten@petral.com.pe]

**Sent:** Thursday, September 16, 2004 3:04 PM

**To:** Heiko Grage

**Cc:** PETRAL - Rene Saux; PETRAL - Yuceni Schuler; Charles Landry; Finn Fredriksen

**Subject:** RE: Extension of the COA between Petral and Jo Tankers

Dear Heiko,

Sake of good order, we are pleased to reconfirm terms of the addendum to our COA.

Saludos,

Fernando Harten

Petral

Phone:..... +(51 1) 444 0519

Fax:..... +(51 1) 444 1455

Mobile:..... +(51 1) 9966 1612

E-mail business (1):..... [fharten@petral.com.pe](mailto:fharten@petral.com.pe)

E-mail business (2):..... [chartering@petral.com.pe](mailto:chartering@petral.com.pe)

-----Mensaje original-----

**De:** Heiko Grage [mailto:Heiko.Grage@us.jotankers.com]

**Enviado el:** Jueves, 26 de Agosto de 2004 05:03 p.m.

**Para:** Fernando Harten; PETRAL - Yuceni Schuler; PETRAL - Rene Saux

**CC:** Finn Fredriksen; Charles Landry

**Asunto:** Extension of the COA between Petral and Jo Tankers

Gd morning Fernando, Rene,

first of all also on behalf of Charles and Finn, I would like to thank you all for the professional presentation, FOR THE GREAT BOOK!!!, for the proactive meeting in our office with good exchanges of lots of good sounding ideas that will strengthen our partnership further for the time to come and last but not least for the fun dinner which we all greatly enjoyed.

We are sure that there is a good opportunities to present our both companies together as a well functioning and competitive unit in the market and that we shall grow together for the time to come.

In order to continue our present contract we are happy to agree to most of your requests and offer to extend the COA until 31st-December 2005 basis the following amendments (changes to the existing contract are printed in blue):

## COA ADDENDUM NUMBER 1

between

**Jo Tankers BV as agents to owners - Petral Shipping as Charterers**

Charterers: Petral Shipping S.A.C., Lima  
Owners: Jo Tankers BV, Spijkenisse as agents to owners

1. TONNAGE:

Jo Tanker's owned, managed, operated or time-chartered vessels, tbn or any other tonnage in owners option

2. PERIOD:

Commencing in continuation of the existing contract - 1st of January, 2005 through December 31st, 2005

3. CARGOES :

A) 11,000 mts ex Callao and 10,000 mts ex Ilo shipments of Sulfuric Acid 96 pct min concentration - however if owners present a smaller ship to perform the acids, then the ship's max cargo intake shall be the agreed cargo quantity. Intention is to perform the acid shipments for 2005 with 12,000 DWT (mostly) or 8,000 DWT (occasionally)ships.

B) 3,000 up to 7,000 mts one (1) or two (2) grades Sunflower oil and/or Soyabean oil with max 2 pct FFA value

4. ANNUAL VOLUMES:

min 250,000 up to 350,000 mts of Sulfuric Acid plus  
min 30,000 up to 50,000 mts Vegoil

5. CARGO OPTIONS:

min 11,000 mts up to max cargo capacity of the performing ship 1 grade Sulfuric Acid ex Callao (unless a smaller vessel is being nominated by owners in which case the max cargo capacity of the ship to be the shipment size)

min 10,000 mts up to max cargo capacity of the performing ship 1 Sulfuric Acid ex Ilo (unless a smaller vessel is being nominated by owners in which case the max cargo capacity of the ship to be the shipment size)

Two (2) pct MOLCO on the nominated quantity of the vegoil

6. LOAD PORTS:

One (1) safe port one (1) safe berth Callao in combo with One (1) safe port one (1) safe berth Ilo (Sulfuric Acid as described under 3.A)

One (1) safe port one (1) safe berth Ilo (Sunflower oil and/or Soyabean oil as described under 3.B)

7. DISCHARGE PORTS:

One (1) safe port one (1) safe berth Matarani, Peru and/or One (1) safe port one (1) safe berth Mejillones, Chile or One (1) safe port one (1) safe berth Punta Patache (\*\*) (Sulfuric Acid as described under 3.A)

One (1) safe port one (1) safe berth Buenaventura and/or One (1) safe port one (1) safe berth Puerto Cabello, Terquimca or Ventterminales (Sunflower oil and/or Soyabean oil as described under 3.B)

(\*\*) Punta Patache is very likely to be unsafe due to heavy swell, therefore we have to stipulate that in the event that the master/port authority consider the port/berth at Punta Patache unsafe, then the cargo shall remain on board and be discharged at Mejillones instead - all time lost and additional costs occured (due to a possible call at both ports) to be for charterer's account.

#### 8. FREIGHT RATES:

##### Sulfuric Acid:

- A) USD 11.50 pmt - 11,000 mts (or vessel's max cargo capacity) SUA ex Callao to Matarani
- B) USD 14.00 pmt - 11,000 mts (or vessel's max cargo capacity) SUA ex Callao to Mejillones or Punta Patache (if just one single voyage)
- C) USD 13.25 pmt - 11,000 mts (or vessel's max cargo capacity) SUA ex Callao to Mejillones or Punta Patache (if followed by a second voyage as described under 8.D)
- D) USD 9.50 pmt - 10,000 mts (or vessel's max cargo capacity) SUA ex Ilo to Matarani (only declarable after a previous voyage 8.A or 8.B)
- E) USD 12.25 pmt - 11,000 mts (or vessel's max cargo capacity) SUA ex Ilo to Mejillones or Punta Patache (only declarable after a previous voyage 8.A or 8.B)
- F) USD 22.00 pmt - 2,500 mts SUA ex Callao to Guayaquil
- G) USD 35.50 pmt - 1,500 mts SUA ex Ilo to Balboa (in combination with 8.A, 8.B or 8.D)

If Punta Patache is being declared as discharge port, then an additional lumpsum of USD 11,400 to apply due to higher port expenses.

##### Vegoil shipments to apply only after at least one Sulfuric Acid voyage:

- A.1) USD 29,00 pmt - 3000-3999 mts to Buenaventura
- A.2) USD 28,50 pmt - 4000-4999 mts to Buenaventura
- A.3) USD 28,00 pmt - 5000-5999 mts to Buenaventura
- A.4) USD 27,50 pmt - 6000-7000 mts to Buenaventura
- B.1) USD 37,00 pmt - 3000-3999 mts to Puerto Cabello
- B.2) USD 34,00 pmt - 4000-4999 mts to Puerto Cabello
- B.3) USD 32,00 pmt - 5000-5999 mts to Puerto Cabello
- B.4) USD 30,00 pmt - 6000-6999 mts to Puerto Cabello
- B.5) USD 29,00 pmt - 7000-8000 mts to Puerto Cabello

All the above mentioned freight rates are the net amount with the consideration that charterers arrange and pay for the flag waiver for our ship for Peruvian domestic coastal business as well as any Peruvian tax such as income tax.

#### 9. FREIGHT PAYABLE:

Five (5) days after signing/releasing OB/L's (on the SUA) and five (5) days after signing/releasing OB/L's but always bbb (on the Vegoil) direct to Owners nominated bank account. Bank charges on wire transfer for charterer's account

#### 10. LAYDAYS:

Ten (10) days window

#### 11. LAYTIME:

300 MTPH load / 300 MTPH discharge, Reversible- SHINC - for the SUA shipments  
125 MTPH load / 100 MTPH discharge, Reversible- SHINC - for the Vegoil shipments

12. DEMURRAGE:

Vessels upto 10.000 TDWAT - USD 11,000.00 Per Day Pro Rata.

Vessels above 10.000 TDWAT - USD 12,500.00 Per Day Pro Rata.

13. NOMINATION CLAUSE:

30 days prior to commencement of laydays, Charterers to mention their next cargo requirement including required dates (10 days window) and expected cargo quantity, whereupon owners to check and advise their possibilities to offer a performing ship or substitute within 5 working days. Charterers adjust their quantity of SUA to meet the size of the performing ship as explained under clause 3. Charterers to reconfirm shipment latest 21 days prior to first layday. In the event that owners are not able to perform the nominated cargo because they are lacking the necessary positioning cargo due to a Venezuelan strike or any other reason, then both parties agree to cancel the nomination and responsibility/liability of any kind and charterers are free to fix the previously nominated cargo in the open market.

14. AGENTS:

Petral to be agents for all Peruvian ports involving the above mentioned cargoes, sub competitive.

Owner's agents at all ports outside Peru

15. CHARTER PARTY FORM:

Asbatankvoy C/P

16. SPECIAL PROVISIONS:

(1) GA/Arb. New York - U.S. law to apply.

(2) Conoco weather clause to apply

(3) Full cleaning clause to "Charterer's inspector's satisfaction".

(4) Owner's completion-rotation clause.

(5) Segregation clause.

(6) Demurrage and/or Claim Time Bar (90 days)

(7) Private and Confidentiality Clause

(8) Wharfage dues included in the freight

(9) Flag waiver to be arranged and paid for by charterers.

(10) All local taxes, incl VAT and Income tax to be for charterers account and settled directly by chrs

(11) Owners to have the option to use thermal heating equipped ships

(12) Laytime or time on demurrage shall not begin to run at any port until at least 6 hours after delivery of N.O.R., unless used

(13) If night berthing or shifting is prohibited at load or discharge ports or berths, and if the vessel arrives after sunset, then N.O.R. can only be tendered at 0800 the following day

(14) Owners gurantee last 3 cargoes will be clean/unleaded and last not on FOSFA banned list. ( for Vegoil fixtures )

(15) Laytime to be calculated basis all ports calls shinc reversible on consecutive voyages

(16) Charterers shall be entitled to get the 6 hrs notice at discharge port (unless used) even if the ship is already on demurrage

(17) Suspended laytime to apply

END PROPOSED RECAP DETAILS

Trust the above is in line with what was discussed and shall work for both companies and look forward to your written reconfirmation of the extended contract which we shall kindly expect during next week.

Best regards,

**Heiko Grage**

Jo Tankers Inc., Houston

Direct: 281 506 3036

Mobile: 832 444 0678

Email1: Heiko.Grage@us.jotankers.com

Email2: chartering@us.jotankers.com

**Exhibit 2**

**JO TANKERS BV / PETRAL SHIPPING SAC**  
**COA dd 26.08.04**

**Schedule 1**

**Performed cargoes versus min contract volume:**

**Acid shipments in 2005:**

	Quantity	Load/Discharge Ports	Vessel	Voyage No.	B/L date
1	11,043.660	Callao - Mejillones	Jo Calluna	181	20.02.05
2	10,532.305	Ilo - Coatzacoalcas	Jo Ebony	197	09.06.05
3	11,609.654	Callao - Punta Patache	Jo Calluna	188	02.07.05
4	11,513.420	Callao - Matarani	Jo Aspen	158	26.08.05
5	10,019.345	Ilo - Matarani	Jo Aspen	158	30.08.05
6	11,017.088	Callao - Matarani	Jo Aspen	162	29.10.05
7	11,010.708	Callao - Mejillones	Jo Aspen	162	04.11.05
8	11,000.000	Ilo - Mejillones	Jo Aspen	162	10.11.05

87,746.180 MT nominated by Charterers and shipped by Owners.

20,000.000 MT acid nominated by Charterers but Owners used their right under the contract to turn the cargo down due to lack of positioning cargo at required dates.

= 107,746.180 MT total volume performed by Charterers.

**Vegoil shipments in 2005:**

	Quantity	Load/Discharge Ports	Vessel	Voyage No.	B/L date
1	3,087.510*	Ilo - Buenaventura	Jo Calluna	182	03.03.05
2	3,400.000*	Ilo - Puerto Cabello	Jo Calluna	182	03.03.05
3	5,519.230*	Ilo - Puerto Cabello	Jo Aspen	159	04.09.05
4	3,000.000*	Ilo - Puerto Cabello	Jo Ebony	204	11.11.05
5	3,000.000*	Ilo - Puerto Cabello	Jo Ebony	204	11.11.05

18,006.74 MT nominated by Charterers and shipped by Owners.

	Quantity	Load/Discharge Ports	Vessel	Voyage No.	B/L date
1	4,473.090*	Ilo - Buenaventura	Jo Calluna	189	09.07.05
2	4,000.000*	Ilo - Buenaventura	Jo Aspen	159	05.09.05
3	1,995.990*	Ilo - Buenaventura	Jo Aspen	159	05.09.05

10,469.08 MT shipped for different charterer but agreed to consider as contract volume



\*: cargoes of soyabean oil

#: sunflower oil

= 28,475.82 MT total volume performed by charterers.

Total performed cargo:

Sulphuric Acid:	107,746.180 MT
Vegoil:	28,475.820 MT

Minimum performance cargo:

Sulphuric Acid:	250,000.000 MT
Vegoil:	30,000.000 MT

This results in a performance deficit of:

Sulphuric Acid:	142,253.820 MT
Vegoil:	1,524.180 MT



**JO TANKERS BV / PETRAL SHIPPING SAC**  
**COA dd 26.08.04**

**Schedule 2**

**Calculation of damages**

**(1) Sulphuric Acid**

- (a) 6 shipments of 11,000 mts acid per shipment at the rate of USD 11.50 pmt, giving freight in the amount of USD 759,000.00;
- (b) 6 shipments of 11,500 mts acid per shipment, at the rate of USD 9.50 pmt, giving freight in the amount of USD 655,500.00; and
- (c) 1 shipment of 7,253.82 mts acid at the rate of USD 9.50 pmt, giving freight in the amount of USD 68,911.29.

This amounts to at total claim of **USD 1,483,411.20** [759,000 + 655,500 + 68,911.29] for the non-performed Sulphuric Acid shipments.

**(2) Vegetable Oil**

- (a) 1 shipment of 1,524.18 mts vegetable oil to Buenaventura at the rate of USD 28.00, giving freight in the amount of **USD 42,677.04**.

**Total claim:**

**USD 1,526,088.20**